

EXHIBIT A

MICHAEL J. DREIKORN, ED.D.
MOOG, INC. vs SKYRYSE, INC.

May 02, 2023

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MOOG, INC.,)
)
Plaintiff,)
)
vs.) Case No. 2:22-cv-09094-GW-MAR
)
SKYRYSE, INC.; ROBERT ALIN)
PILKINGTON; MISOOK KIM, and)
DOES NOS. 1-50,)
)
Defendants.)
)

SKYRYSE, INC.,)
)
Counterclaimant,)
)
Vs.)
)
MOOG, INC.,)
)
Counterdefendant.)

VIDEOTAPED DEPOSITION OF MICHAEL J. DREIKORN, Ed.D.

TAKEN ON

TUESDAY, MAY 2, 2023

Adele Frazier, CSR No. 9690, RPR, CRR, RMR

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MOOG, INC. vs SKYRYSE, INC.

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Defendants.)
)

SKYRYSE, INC.,)
)
Counterclaimant,)
)
Vs.)
)
MOOG, INC.,)
)
Counterdefendant.)
_____)

VIDEOTAPED DEPOSITION OF MICHAEL J. DREIKORN, Ed.D., taken on
behalf of Plaintiff and Counterdefendant Moog, Inc., with all
participants appearing remotely, commencing at 12:59 p.m.
and terminating at 3:48 p.m. on Tuesday, May 2, 2023, before
Adele C. Frazier, Certified Shorthand Reporter No. 9690 for
the State of California, pursuant to Notice.

---oOo---

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1 APPEARANCES OF COUNSEL:

2
3 For Plaintiff and Counter-Defendant Moog, Inc.:

4 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
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10 For Defendant and Cross-Complainant Skyryse, Inc.:

11 LATHAM & WATKINS, LLP
12 BY: ALEXA SOLIMANO
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14 Menlo Park, California 94025
15 alexa.solimano@lw.com
16 650-328-4600

17 Also Present:

18 AUSTIN KING, Videographer
19
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21
22
23
24
25

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1 BY MR. HEINS:

2 Q. Okay. So did you rely on the order that
3 I've marked as Exhibit 2 in forming any of the
4 opinions in your declaration?

5 MS. SOLIMANO: Objection. Outside the scope of the
6 parties' agreement.

01:14

7 THE WITNESS: No. I don't believe this order
8 informs my analysis of the documents that I reviewed, the
9 determination of industry practices, regulatory processes or
10 certifications for airborne software. If this is in my file,
11 I'm sure I perused it, but it did not inform my methodology
12 or my analysis.

01:14

13 BY MR. HEINS:

14 Q. Okay. And I assume, then, the document
15 also did not inform your analysis and understanding
16 of what Moog's non-public information means?

01:14

17 MS. SOLIMANO: Objection. Outside of the scope of
18 the parties' agreement.

19 THE WITNESS: Yeah. I'm representing myself as an
20 industry expert and I'm providing an industry expert opinion
21 of what -- how documents like these are classified, how
22 they're used, how they're sourced. So if there's a -- a
23 ruling from the Court that provides a different set of
24 standards for that, that did not inform my expert opinion.

01:15

25 BY MR. HEINS:

01:15

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1 that it obtained from Moog current or former
2 employees, none of the opinions in your declaration
3 would change?

4 MS. SOLIMANO: Objection. Outside of the scope of
5 the parties' agreement and an incomplete hypothetical. 01:21

6 THE WITNESS: If you can point to me in my
7 declaration where I talk about Skyryse inappropriately having
8 documents after a given date, I'd be happy to talk about
9 that, but that's not in my declaration.

10 BY MR. HEINS: 01:22

11 Q. Right.

12 Nowhere in your declaration is anything
13 about whether or not the Skyryse documents came from
14 Moog, correct?

15 MS. SOLIMANO: Objection. Outside the scope of the 01:22
16 parties' agreement.

17 THE WITNESS: I don't talk about how one party has
18 documents from another party. What I talk about are the
19 documents themselves and what they are.

20 BY MR. HEINS: 01:22

21 Q. Okay. So your declaration does not try to
22 identify whether or not Skyryse had obtained any of
23 its documents from sources other than Moog, correct?

24 MS. SOLIMANO: Objection. Outside the scope of the
25 parties' agreement. 01:22

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1 proprietary and confidential stamp, but the intent of my
2 opinion was to show that the fact that a stamp -- or a
3 document is stamped does not mean that it is proprietary and
4 confidential.

5 BY MR. HEINS:

01:29

6 Q. Right.

7 I'm not asking if you found the verbatim

8 stamp; I'm asking if you found the document that

9 Figure 6 comes from that was Crozier's Exhibit C-4

10 publicly on the Internet?

01:29

11 MS. SOLIMANO: Objection. Outside the scope of the

12 parties' agreement.

13 THE WITNESS: The answer would be no.

14 BY MR. HEINS:

15 Q. I would like to go to paragraph 61 of your
16 declaration. In paragraph 61, you state, I have
17 reviewed the documents described in paragraph 9 of
18 Mr. Pixley's declaration.

01:29

19 Do you see that?

20 A. I do.

01:30

21 Q. So I'm going to share what I'm marking as
22 Exhibit 3.

23 (Exhibit No. 3 identified.)

24 BY MR. HEINS:

25 Q. I'll show you the front page there and then

01:30

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1 paragraph 61, you state, The one flight control
2 document for the Airbus 350 referenced by Mr. Pixley
3 is a plan for hardware aspects of certification, a
4 type of document I describe in further detail below,
5 and the template for which is based on the relevant
6 DO-178C standards.

01:32

7 Did I read that correctly?

8 A. You read that correctly.

9 Q. Okay. Nowhere in this paragraph do you
10 opine that the flight control document for the
11 Airbus A350 referenced by Mr. Pixley is publicly
12 available; is that correct?

01:32

13 MS. SOLIMANO: Objection. Outside of the scope of
14 the parties' agreement.

15 THE WITNESS: So I certainly could have provided
16 more critique, and I probably would have if I had the ability
17 to read Mr. Pixley and Mr. Crozier's transcripts of their
18 depositions and understand in more detail their
19 methodologies. I do not make a comment here rather with
20 regards to public or non-public. What I do say is that the
21 document is consistent with all the other documents that
22 Mr. Pixley puts in his declaration, that they're based on the
23 DO-178C standard with regards to structure.

01:32

01:33

24 And to determine whether or not it's public or
25 non-public is going to require quite a bit more

01:33

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1 investigation, which neither Pixley or Crozier conducted.

2 BY MR. HEINS:

3 Q. Okay. One second before I get to that.

4 I've lost realtime. I don't know if Alexa did as
5 well.

01:34

6 THE VIDEOGRAPHER: Counsel, do you want to go off
7 the record?

8 MR. HEINS: Yeah. Why don't we do that just for a
9 second.

10 THE VIDEOGRAPHER: Hearing no objections, we are
11 off the record at 1:34 p.m.

01:34

12 (A brief recess was taken.)

13 THE VIDEOGRAPHER: We are back on the record at
14 1:35 p.m.

15 BY MR. HEINS:

01:35

16 Q. Okay. I believe as part of your answer,
17 you said that you do not make a comment as to
18 whether the A350 flight control document is public
19 or non-public; is that correct?

20 MS. SOLIMANO: Objection. Mischaracterizes the
21 witness's testimony.

01:36

22 THE WITNESS: No. If we look at my paragraph 61, I
23 say that nearly all of the documents I looked at -- and it
24 would be inclusive of the A350, are based on the standards.
25 So the structure and a lot of the content are based on the

01:36

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1 DO-179C standard.

2 But I also say that there's quite a bit more
3 investigation that needs to occur. An A350 doesn't belong to
4 Moog, it actually belongs to Airbus. There's quite a bit
5 more that could be asked such as is the maintenance manuals
6 for this in the public domain. There's so much more on a
7 mature aircraft that is in the public that is not reflected
8 in the opinions of Crozier or Pixley. That's my criticism.

9 BY MR. HEINS:

10 Q. Right. But.

11 Sitting here today, do you have any
12 evidence that the A350 document referenced by
13 Mr. Pixley is in the public domain?

14 MS. SOLIMANO: Objection. Outside the
15 scope of the parties' agreement.

16 THE WITNESS: The content that's in that document
17 is clearly in the public domain, for the most part.

18 BY MR. HEINS:

19 Q. I'm asking is the document that Mr. Pixley
20 referenced in the public domain?

21 MS. SOLIMANO: Objection. Asked and answered.

22 THE WITNESS: I wasn't finished with my response,
23 but I have not seen that specific document in the public
24 domain, but it doesn't mean it doesn't exist.

25 BY MR. HEINS:

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1 Q. But it means that at this time, you don't
2 have a basis for stating that it is a public domain
3 document, correct?

4 MS. SOLIMANO: Objection. Asked and answered.

5 THE WITNESS: Again, my analysis is to -- actually, 01:38
6 my opinion was that neither does Mr. Pixley and his
7 methodology is flawed in the way he makes his opinion saying
8 it is a non-public document. There's so much more
9 investigation that needs to be occur before that assessment
10 can be made. 01:38

11 BY MR. HEINS:

12 Q. Do you understand under the TRO that we
13 looked at, Skyryse had an independent duty to
14 determine whether or not it had turned over
15 non-public documents? 01:38

16 MS. SOLIMANO: Objection. Outside the scope of the
17 parties' agreement and calls for a legal conclusion.

18 THE WITNESS: I have absolutely no opinion on that.

19 BY MR. HEINS:

20 Q. Okay. So you have no opinion on whether 01:38
21 Skyryse took my investigation to determine if any of
22 these documents were public or non-public?

23 MS. SOLIMANO: Objection. Outside the scope of the
24 parties' agreement. Objection. Calls for a legal
25 conclusion. 01:39

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1 THE WITNESS: I didn't look at Skyryse with regard
2 to what actions it took to sort through the documents and
3 determine what documents to return and when they did that.
4 That was outside -- clearly outside the scope of my
5 engagement.

01:39

6 BY MR. HEINS:

7 Q. All right. I'm now going to go to page 28
8 of your declaration. Do you see that up on your
9 screen?

10 A. I do.

01:39

11 Q. I'm not sure. You said you can see page 28
12 here, correct?

13 A. That is correct.

14 Q. All right. In paragraph 64 under your
15 section B, which is titled DPA/Software Process
16 Checklists, you state, The software checklist
17 Mr. Crozier and Mr. Pixley identify are exemplars of
18 the types of checklists that are commonly used in
19 the industry and are widely available.

01:40

20 Do you see that?

01:40

21 A. I do.

22 Q. And you go on to say, Such software
23 checklist that's are structured around compliance
24 with the RTCA standards, particularly DO-178 and
25 DO-330, and other related standards, that are widely

01:40

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1 BY MR. HEINS:

2 Q. Okay. So I'm scrolling down to page 30 of
3 your declaration and we're looking at Figure 7. Do
4 you see that?

5 A. I do. 01:42

6 Q. So you're aware that Mr. Crozier identified
7 this document as Moog's non-public information; is
8 that right?

9 A. He claims it's non-public, meaning that the
10 information is not readily available to the public. 01:42

11 Q. Well, he just claimed that the document was
12 Moog's non-public document, right?

13 MS. SOLIMANO: Objection. Vague.

14 THE WITNESS: Well, using his definition, but
15 meaning that it had -- it was a Moog -- it came off a Moog
16 laptop and it had Moog written on it somewhere. I believe
17 that's his definition of Moog non-public or Moog proprietary. 01:43

18 BY MR. HEINS:

19 Q. Okay. And have you, in your investigation
20 in rebutting his opinions, did you ever find
21 Figure 7 or Mr. Crozier's Exhibit A2 publicly
22 available on the Internet?

23 MS. SOLIMANO: Objection. Outside the scope of the
24 parties' agreement.

25 THE WITNESS: The exact document as presented in 01:43

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1 Figure 7, I have not found on the Internet. However, the
2 content I have found and I also informed where it comes from,
3 which are the standards.

4 BY MR. HEINS:

5 Q. Sure. I'd like to talk about those next. 01:44

6 I'm now showing page 31 of your
7 declaration, Figure 8. Do you see that?

8 A. I do.

9 Q. And this is the publicly available content
10 that you're claiming is the same content as 01:44
11 Figure 7; is that accurate?

12 MS. SOLIMANO: Objection. Misstates the document.

13 THE WITNESS: It's one of the many public available
14 documents. It's DO-178C, an excerpt from it, but there's
15 also FAA orders, FAA advisory circulars. These DO-330 as 01:44
16 well. So it's more than just this one document.

17 BY MR. HEINS:

18 Q. Okay. But you'd agree that Figure 8 and
19 Figure 7 are different documents, correct?

20 MS. SOLIMANO: Objection. Misstates the document. 01:44

21 THE WITNESS: Not the content.

22 BY MR. HEINS:

23 Q. So in your opinion, Figure 8 lists a chart
24 of questions to be filled in and a different chart
25 of responses? 01:45

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1 Q. Did you ask anyone at Skyryse if they based
2 their PSAC on Figure 14, the ConsuNova publicly
3 available document?

4 MS. SOLIMANO: Objection. Outside the scope of the
5 parties' agreement. 02:23

6 THE WITNESS: You've asked me before if I spoke to
7 anybody at Skyryse and the answer is still no.

8 BY MR. HEINS:

9 Q. And so the same answer, you didn't speak to
10 anyone at Skyryse to determine whether or not they
11 probation based their PSAC on Moogs PSAC template
12 table of contents, correct? 02:23

13 MS. SOLIMANO: Objection. Asked and answered.
14 Outside the scope of the parties' agreement.

15 THE WITNESS: So I would say that it would be
16 irresponsible for them to simply take Moog's table of
17 contents and say it's adequate because they have to create
18 their own PSAC and submit it to the FAA and the FAA will find
19 compliance or not. And I'm sure you'll find the Skyryse PSAC
20 is different than that of Moog. 02:23
02:24

21 BY MR. HEINS:

22 Q. Right.

23 But you didn't ask if Skyryse based their
24 PSAC on a document that came from Moog, correct?

25 MS. SOLIMANO: Objection. Asked and answered. 02:24

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1 Outside the scope of the parties' agreement.

2 THE WITNESS: So again, the Moog PSAC incorporates
3 the standard. There's nothing unique to that document that
4 says this is Moog. So any company that creates a PSAC will
5 have these elements in their table of content in order to
6 apply to DO-178C.

02:24

7 BY MR. HEINS:

8 Q. Again, that's not the question I asked.

9 You didn't talk to anyone at Skyryse to determine if
10 the starting point for their PSAC was Moog's PSAC,
11 correct?

02:24

12 MS. SOLIMANO: Objection. Argumentative. Asked
13 and answered. And Outside the scope of the parties'
14 agreement.

15 THE WITNESS: As I stated previously, I have not
16 spoken to any employees of Skyryse.

02:25

17 BY MR. HEINS:

18 Q. Thank you.

19 I'd like to put up Exhibit 4.

20 (Exhibit No. 4 identified.)

02:26

21 BY MR. HEINS:

22 Q. Do you see Exhibit 4 on your screen?

23 A. I do.

24 Q. Do you recognize Exhibit 4?

25 A. I do. This is a declaration of

02:26

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1 had they just looked at the standard.

2 BY MR. HEINS:

3 Q. Right.

4 I'm not looking at the structure, though,

5 I'm looking at the actual text underneath the table

02:30

6 of contents. Do you think it's true that anyone

7 would come up with the sentence A representative

8 sample of C code and its respective compiled object

9 code?

10 MS. SOLIMANO: Objection. Outside the scope of the

02:30

11 parties' agreement.

12 BY MR. HEINS:

13 Q. And place it in the exact same section that

14 Moog did?

15 A. Well, it's not exactly the same.

02:30

16 MS. SOLIMANO: Outside the scope of the parties'

17 agreement.

18 BY MR. HEINS:

19 Q. It starts, A representative sample of C

20 code and its respective compiled object code will be

02:30

21 analyzed, dot, dot, dot, that's Moog's.

22 And that same sentence is found in

23 Skyryse's, A representative sample of C code and its

24 responsive compiled code will be analyzed, dot, dot,

25 dot.

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1 That's not a coincidence, right?

2 A. No.

3 MS. SOLIMANO: Objection. Calls for speculation.
4 Misstates the document. And outside the scope of the
5 parties' agreement. 02:31

6 THE WITNESS: No. But that wording comes down to
7 the standard. Both parties went to the standard for that
8 language.

9 BY MR. HEINS:

10 Q. Can you point to me where in the standard
11 that language is? 02:31

12 MS. SOLIMANO: Objection. Outside the scope of the
13 parties' agreement.

14 THE WITNESS: So I said, DO-178C, DO-330, and
15 DO-331. You take the cumulative of those documents, you go
16 into the various sections as we're developing the PSAC, you
17 will find that language represented in there to include the
18 reference to C++. 02:31

19 BY MR. HEINS:

20 Q. But is the exact same sentence in the
21 standards, yes or no? 02:32

22 MS. SOLIMANO: Objection. Outside the scope of the
23 parties agreement.

24 THE WITNESS: So if we could take the totality of
25 DO-178C, the totality of DO-330 and the totality of 331, I 02:32

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1 can conduct an analysis and then show you where these

2 sentences come from. We don't have that in Crozier's or my

3 declarations, that level of fidelity.

4 BY MR. HEINS:

5 Q. Right.

02:32

6 But I'm not saying is the original Moog

7 PSAC table of contents generally based on the

8 standard; I'm saying is the later-developed Skyryse

9 PSAC directly taken from Moog's PSAC, yes or no?

10 MS. SOLIMANO: Objection. Outside the scope of the

02:33

11 parties' agreement. Calls for speculation. Lacks

12 foundation. Asked and answered.

13 THE WITNESS: As I also said, that there is an

14 abundance of templates out in the industry. I'm not

15 convinced that Moog was the author of that original PSAC

02:33

16 either.

17 BY MR. HEINS:

18 Q. Right.

19 But you didn't point to any other publicly

20 available PSACs that Skyryse could have gotten those

02:33

21 sentences from, right?

22 MS. SOLIMANO: Objection. Outside the scope of the

23 parties' agreement. Calls for speculation. Lack of

24 foundation. Asked and answered.

25 THE WITNESS: Give me a moment to refer back to my

02:33

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1 declaration.

2 BY MR. HEINS:

3 Q. Sure.

4 A. My declaration is clear where the language

5 is identical, the sources are the relevant

02:34

6 standards, and to your response, no, there's your

7 question, I don't believe I provide any examples in

8 my declaration, but I could certainly conduct a

9 further investigation and provide more than one

10 industry PSAC or PSAC that's out in the industry and

02:34

11 publicly available that contains pretty much the

12 same language.

13 Q. Are you aware of anyone at Skyryse

14 previously conducting that analysis?

15 MS. SOLIMANO: Objection. Outside the scope of the

02:34

16 parties' agreement. Calls for speculation. Lacks

17 foundation.

18 THE WITNESS: Again, the four corners of my review

19 on this were to review the Pixley and Crozier declaration,

20 all those exhibits, was not to interview any employees, but

02:34

21 to make determinations of whether or not these documents

22 are -- where they stem from and provide critique on those two

23 declarations.

24 BY MR. HEINS:

25 Q. So the answer to my question, are you aware

02:35

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1 of any anyone at Skyryse that previously conducted
2 that analysis is no, correct?

3 MS. SOLIMANO: Objection. Mischaracterizes the
4 witness's testimony. Outside the scope of the parties'
5 agreement. And asked and answered. 02:35

6 THE WITNESS: So for this engagement, that was not
7 part of my scope.

8 BY MR. HEINS:

9 Q. In your experience, do companies keep their
10 completed PSACs confidential? 02:35

11 MS. SOLIMANO: Objection. Outside the scope of the
12 parties' agreement. Calls for speculation. Lacks
13 foundation.

14 THE WITNESS: Not necessarily. What we like to do
15 in industry -- and I say we, I've been in the industry for 02:35
16 43 years, I've worked for many different companies. I'm the
17 founder of some of these standard organizations such as the
18 IEGG, which creates all the AS standards, what we generally
19 like to do in industry is share the models that we create,
20 the templates that we create so that we can reduce variants 02:36
21 in our supply base which result in higher compliance and
22 safety. It's all about safety.

23 So where we compete on product technology, we don't
24 necessarily compete on product validation, verification and
25 definitely not on safety. 02:36

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1 referring to in paragraph 71 of his declaration?

2 MS. SOLIMANO: Objection. Outside the scope of the
3 parties' agreement. Lacks foundation.

4 THE WITNESS: So I didn't make a correlation to the
5 Bates numbers. I just factored the same, yes. 02:44

6 BY MR. HEINS:

7 Q. And just to be sure, the Bates number ends
8 with 30674, and on Exhibit 6 that I put up in front
9 of you, you can see it says Moog_0030674?

10 MS. SOLIMANO: Objection. Outside the scope of the 02:44
11 parties' agreement.

12 THE WITNESS: I see that.

13 BY MR. HEINS:

14 Q. In your declaration, you never opine that
15 Moog_0030674 is publicly available, correct? 02:44

16 MS. SOLIMANO: Objection. Outside the scope of the
17 parties' agreement.

18 THE WITNESS: I said the structure and content is
19 based on industry standards, the same format is used
20 throughout industry, and there are numerous examples that are 02:45
21 very similar to this on the Internet. You can Google them.

22 BY MR. HEINS:

23 Q. Okay. But this identical document is not
24 publicly available, correct?

25 MS. SOLIMANO: Objection. Outside the scope of the 02:45

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1 parties' agreement. Asked and answered.

2 THE WITNESS: The document that was identified with
3 the Bates number you previously referenced, I did not find on
4 the Internet as shown.

5 BY MR. HEINS:

02:45

6 Q. So now I'm going to mark as Exhibit 7 a
7 document with the Bates number Bird_SR_00001444?
8 (Exhibit No. 7 identified.)

9 BY MR. HEINS:

10 Q. Are you able to see what I marked as
11 Exhibit 7 on the screen?

02:46

12 A. I see a document with the number
13 SKY-DOC-1016.

14 Q. And the Bates number at the bottom
15 right-hand corner is Bird_SR_00001414, right?

02:46

16 A. No, 1444.

17 Q. 1444, thank you.

18 And this document is a Software
19 Configuration Management Plan, correct?

20 A. Correct. A draft, I believe.

02:47

21 Q. Okay. And it's a draft of Skyryse's
22 Software Configuration Management Plan, correct?

23 A. Correct.

24 Q. And if we go to page 8 of this document, do
25 you see in the Section 1.1.1 titled Formal

02:47

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1 One is simply just take the body of knowledge for software
2 quality management and it references DOORS as a requirement
3 management software, that's one place.

4 Another place is they could have simply taken it
5 from any of the published documents on the Internet that
6 reference this type of thing.

7 But you know, it's purely speculation and I don't
8 have that information because I didn't speak to anybody.

9 BY MR. HEINS:

10 Q. All right. You didn't speak to anyone at
11 Skyryse to determine if the reason the first draft
12 had DOORS is because they took it from Moog's draft
13 that has DOORS, right?

14 MS. SOLIMANO: Objection. Asked and answered.
15 Outside the scope of the parties' agreement. Calls for
16 speculation. Lacks foundation.

17 THE WITNESS: If I could bring you back to my
18 declaration, you know, my discussion on DOORS is about it
19 being an integral part of the industry process and that it's
20 publicly available, it's commercially available. It's widely
21 used in our industry. And I don't have the information to
22 know why Skyryse may have it in one revision of a document
23 and not in another revision. I don't know.

24 MS. SOLIMANO: And Dr. Dreikorn, I think Mike has
25 the section of your declaration on the screen if you want to

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1 the 331 or one of the FAA orders relevant to airborne
2 software design and verification.

3 BY MR. HEINS:

4 Q. Right.

5 Again, I'm not asking you if Figure 26 was

6 based on public standards. I'm asking you does

7 Figure 26, or any part of the Moog SCMP Section 4,

8 appear identical to a document on the public domain?

9 MS. SOLIMANO: Objection. Outside the scope of the

03:12

03:13

03:13

03:13

03:13

10 parties' agreement. Asked and answered.

11 THE WITNESS: Not 100 percent. There's typos in

12 that document too, but the structure and the majority of the

13 content is found in the public domain.

14 BY MR. HEINS:

15 Q. Okay. And just to be clear, the typos

16 aren't the reason you're stating it's not found in

17 the public domain, correct?

18 MS. SOLIMANO: Objection. Misstates the witness's

19 testimony.

20 THE WITNESS: No. It was just to characterize, you

21 know, Moog's not perfect either, right, and they probably

22 take their information from somewhere else and they cut it

23 and paste it and put it into their documents.

24 BY MR. HEINS:

25 Q. Okay. So you have Figures 27, 28, 29, and

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1 30 in your declaration. I just scrolled through

2 them. Do you see those?

3 A. Yes.

4 Q. Are any of those figures word for word the

5 same as Figure 26?

03:14

6 MS. SOLIMANO: Objection. Outside the scope of the

7 parties' agreement.

8 THE WITNESS: No. They are illustrative of how

9 similar they are even though they're from a completely

03:14

10 different industry. And my objective for providing them is

11 to show that the approach taken for quality assurance in

12 software development is universally the same. There's a

13 reason for it.

14 Again, even if it's just, in my example, lottery,

15 it's just important to get it right. Can you imagine if a

03:14

16 lot of people get the same numbers and it turns out to be an

17 algorithm is wrong. I mean, that's a pretty significant

18 thing.

19 So the entirety of software development and

20 validation is not only industry standard, but it's globally

03:15

21 standard.

22 BY MR. HEINS:

23 Q. Okay. But I wanted to focus on something

24 you said there. You said the approach taken for

25 quality assurance and software development is

03:15

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1 universally the same; is that correct?

2 MS. SOLIMANO: Objection. Mischaracterizes the
3 testimony.

4 THE WITNESS: With regards to compliance to a
5 DO-178 standard, the fact that there is almost a
6 choreographed progressive activity, you certainly have to
7 take certain steps before other steps. Just the logical
8 aspect. So the approach is pretty much globally the same.
9 BY MR. HEINS:

03:15

10 Q. Right.

03:15

11 But it's not the same, right, because
12 Figure 26 is different from Figure 27 and Figure 28,
13 and Figure 29, just like Figure 27 is different from
14 Figure 28 and Figure 29. They might be similar, but
15 none of these approaches are the same, correct?

03:16

16 MS. SOLIMANO: Objection. Argumentative.
17 Mischaracterizes the document.

18 THE WITNESS: While they're not identical, they all
19 talk about configuration management. They all the talk about
20 problem resolving. You're scrolling quite quickly clear, but
21 the constructs of what is done are the same as what is in
22 Figure 26.

03:16

23 BY MR. HEINS:

24 Q. Okay. But you still agree that none of
25 them show that Figure 26 itself is in the public

03:16

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1 domain, correct?

2 MS. SOLIMANO: Objection. Misstates the document.

3 Outside the scope of the parties' agreement.

4 THE WITNESS: As I said before, the structure and

5 content is widely -- is predominantly in the domain of the

6 public. Whether or not Figure 26 itself, as it is shown

7 presently on page 54, is in there, I have not seen that.

8 BY MR. HEINS:

9 Q. Okay. I'd like to mark as Exhibit --

10 actually scratch that one sec.

11 Okay. I've put back up Exhibit 8, which
12 is, again, Bird_SR_00023903 is the cover page Bates
13 number. If we go to Skyryse's document on
14 Section 5.3, Problem Reporting, do you see this
15 section?

16 A. I do.

17 Q. So my question is, looking at Skyryse's
18 5.3, Problem Reporting, which document and figure in
19 your declaration, is most closely connected to the
20 language used in Skyryse's document?

21 MS. SOLIMANO: Objection. Outside the scope of the
22 parties' agreement.

23 THE WITNESS: You're referring to Figure 26 then,
24 correct?

25 BY MR. HEINS:

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C E R T I F I C A T I O N


I, ADELE C. FRAZIER, Certified Shorthand Reporter,
License No. 9690, for the State of California, do hereby
certify:

That, prior to being examined, the witness named in
the foregoing deposition, to wit, MICHAEL J. DREIKORN, Ed.D.,
was by me duly sworn to testify the truth, the whole truth
and nothing but the truth;

That said deposition was taken down by me in shorthand
at the time and place therein named and thereafter reduced to
computer-aided transcription under my direction.

I further certify that I am not interested in the
event of the action.

Witness my hand the 8th of May, 2023



ADELE C. FRAZIER, CSR, CRR, RMR, RPR